

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

THE UNITED STATES for the use of	)	
GMW Fire Protection, Inc., an Alaska	)	
Corporation,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
KANAG'IQ CONSTRUCTION CO.,	)	
INC., an Alaska Corporation, and	)	
WESTERN SURETY COMPANY, a	)	
South Dakota Corporation,	)	
	)	
Defendants.	)	3:05-cv-00170 TMB
_____	)	

**SPECIAL VERDICT FORM**

We, the jury in the above-captioned case, find the following special verdict submitted to us in the above-captioned case:

**DAMAGES**

It is the duty of the Court to instruct you about the measure of damages. By instructing you on damages, the Court does not mean to suggest for which party your verdict should be rendered.

It is for you to determine what damages, if any, have been proved.

Your award, if any, must be based upon evidence and not upon speculation, guesswork, or conjecture.

1. If you find for neither GMW nor Kanag'iq, check the following box:

☐ No damages awarded

The foreperson should sign the verdict form and you need answer no further questions.

Otherwise, proceed to Questions 2 through 4.

2. If you find for both Kanag'iq and GMW at some time during the project, enter the amount owed to each:

Kanag'iq \$ \_\_\_\_\_

GMW \$ \_\_\_\_\_

3. If you find only for Kanag'iq, enter the amount owed to Kanag'iq:

\$ \_\_\_\_\_

4. If you find only for GMW, complete (a) or (b) according to your finding:

(a) If you find the contract between Kanag'iq and GMW was modified by conduct, enter the amount owed, if any, to GMW under the modified contract:

\$ \_\_\_\_\_

(b) If you find there was no contract between Kanag'iq and GMW for any time period after the first year, enter the amount owed to GMW for the reasonable value of materials and services provided for such time period on the project, less amounts paid by Kanag'iq:

\$ \_\_\_\_\_

DATED at Anchorage, Alaska this \_\_\_\_\_ of January 2008.

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Foreperson of the Jury